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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

NICOLE GILBERT-DANIELS,

Plaintiff,

v.

LIONS GATE ENTERTAINMENT
CORPORATION; STARZ

CASE NO. 2:23-cv-02147-SVW-AGR

**STIPULATED PROTECTIVE
ORDER¹**

[Fed. R. Civ. P. 26(c)]

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Alicia G. Rosenberg's Procedures.

ENTERTAINMENT, LLC; CHERNIN
ENTERTAINMENT, LLC; KATORI
HALL; LIZ GARCIA; PATRIK-IAN
POLK,

Defendants.

Assigned to District Judge Stephen V.
Wilson and Magistrate Judge Alicia G.
Rosenberg

Plaintiff Nicole Gilbert-Daniels (“Plaintiff”) and Defendants Lions Gate
Entertainment Corporation, Starz Entertainment, LLC, Chernin Entertainment, LLC,
Katori Hall, Liz Garcia and Patrik-Ian Polk (collectively, “Defendants”) hereby jointly
submit this Stipulated Protective Order.

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary,
or private information for which special protection from public disclosure and from use
for any purpose other than prosecuting this litigation may be warranted. Accordingly,
the parties hereby stipulate to and petition the Court to enter the following Stipulated
Protective Order. The parties acknowledge that this Order does not confer blanket
protections on all disclosures or responses to discovery and that the protection it affords
from public disclosure and use extends only to the limited information or items that are
entitled to confidential treatment under the applicable legal principles. The parties further
acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
does not entitle them to file confidential information under seal; Civil Local Rule 79-5
sets forth the procedures that must be followed and the standards that will be applied
when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action involves claims for copyright infringement and is likely to involve
valuable research, development, commercial, financial, and/or proprietary information
for which special protection from public disclosure and from use for any purpose other

1 than prosecution of this action is warranted. Such confidential and proprietary materials
2 and information consist of, among other things, confidential business or financial
3 information related to the development, financing, production, principal photography,
4 marketing, distribution, display, exhibition, exploitation, streaming and/or broadcast of
5 the television series at issue in this action (entitled *P-Valley*), information regarding
6 confidential business practices, or other confidential research, development, or
7 commercial information (including information implicating privacy rights of third
8 parties), information otherwise generally unavailable to the public, or which may be
9 privileged or otherwise generally unavailable to the public, or which may be privileged
10 or otherwise protected from disclosure under state or federal statutes, court rules, case
11 decisions, or common law. The parties recognize that discovery requesting the foregoing
12 information from the parties, including development information, production
13 information, financial information, market information and other commercially and
14 competitively sensitive information may be necessary to prove and/or disprove Plaintiffs'
15 and Defendants' claims and defenses. Accordingly, to expedite the flow of information,
16 to facilitate the prompt resolution of disputes over confidentiality of discovery materials,
17 to adequately protect information the parties are entitled to keep confidential, to ensure
18 that the parties are permitted reasonable necessary uses of such material in preparation
19 for and in the conduct of trial, to address their handling at the end of the litigation, and
20 serve the ends of justice, a protective order for such information is justified in this matter.
21 It is the intent of the parties that information will not be designated as confidential for
22 tactical reasons and that nothing be so designated without a good faith belief that it has
23 been maintained in a confidential, non-public manner, and there is no good cause why it
24 should not be part of the public records of this case. Provisions of this Protective Order
25 relating to CONFIDENTIAL or ATTORNEY EYES ONLY information shall be
26 understood to encompass any information derived from, as well as testimony and oral
conversation incorporating the CONFIDENTIAL or ATTORNEY EYES ONLY
information, and all copies, excerpts, and summaries thereof.

1 **2. DEFINITIONS**

2 2.1 Action: this pending federal law suit.

3 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
4 information or items under this Order.

5 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how
6 it is generated, stored or maintained) or tangible things that qualify for protection under
7 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
8 Statement.

9 2.4 “ATTORNEY EYES ONLY” Information or Items: extremely sensitive
10 “CONFIDENTIAL Information or Items,” disclosure of which to another Party or Non-
11 Party would create a substantial risk of serious commercial, strategic, business or
12 competitive harm that the Designating Party reasonably believes could not be avoided by
13 less restrictive means.

14 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
15 support staff).

16 2.6 Designating Party: a Party or Non-Party that designates information or
17 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”
18 or “ATTORNEY EYES ONLY.”

19 2.7 Disclosure or Discovery Material: all items or information, regardless of the
20 medium or manner in which it is generated, stored, or maintained (including, among other
21 things, testimony, transcripts, and tangible things), that are produced or generated in
22 disclosures or responses to discovery in this matter.

23 2.1 Expert: a person with specialized knowledge or experience in a matter
24 pertinent to the litigation, including any associates or analysts working under the
25 supervision of the Expert, who has been retained by a Party or its counsel to serve as an
26 expert witness or as a consultant in this Action. Nothing in this Protective Order purports
to alter in any way the requirements for offering testimony under Fed. R. Evid. 703, or to
define the term “expert” for purposes other than those addressed in this Protective Order.

1 2.2 House Counsel: attorneys who are employees of a party to this Action.
 2 House Counsel does not include Outside Counsel of Record or any other outside counsel.

3 2.3 Non-Party: any natural person, partnership, corporation, association, or
 4 other legal entity not named as a Party to this action.

5 2.4 Outside Counsel of Record: attorneys who are not employees of a party to
 6 this Action but are retained to represent or advice a party to this Action and have appeared
 7 in this Action on behalf of that party or are affiliated with a law firm which has appeared
 8 on behalf of that party, and includes support staff.

9 2.5 Party: any party to this Action, including all of its officers, directors,
 10 employees, consultants, retained experts, and Outside Counsel of Record (and their
 11 support staffs).

12 2.6 Producing Party: a Party or Non-Party that produces Disclosure or
 13 Discovery Material in this Action.

14 2.7 Professional Vendors: persons or entities that provide litigation support
 15 services (e.g., photocopying, videotaping, translating, preparing exhibits or
 16 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
 17 their employees and subcontractors.

18 2.8 Protected Material: any Disclosure or Discovery Material that is designated
 19 as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

20 2.9 Receiving Party: a Party that receives Disclosure or Discovery Material
 21 from a Producing Party.

22 3. SCOPE

23 The protections conferred by this Stipulation and Order cover not only Protected
 24 Material (as defined above), but also (1) any information copied or extracted from
 25 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
 26 Material; and (3) any testimony, conversations, or presentations by Parties or their
 Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. **DURATION**

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. **DESIGNATION PROTECTED MATERIAL**

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or

1 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
2 must be clearly so designated before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic
5 documents, but excluding transcripts of depositions or other pretrial or trial proceedings),
6 that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” or
7 “ATTORNEY EYES ONLY” (hereinafter “CONFIDENTIAL legend”), to each page
8 that contains protected material. If only a portion or portions of the material on a page
9 qualifies for protection, the Producing Party also must clearly identify the protected
10 portion(s) (e.g., by making appropriate markings in the margins).

11 A Party or Non-Party that makes original documents available for inspection need
12 not designate them for protection until after the inspecting Party has indicated which
13 documents it would like copied and produced. During the inspection and before the
14 designation, all of the material made available for inspection shall be deemed
15 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
16 copied and produced, the Producing Party must determine which documents, or portions
17 thereof, qualify for protection under this Order. Then, before producing the specified
18 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page
19 that contains Protected Material. If only a portion or portions of the material on a page
20 qualifies for protection, the Producing Party also must clearly identify the protected
21 portion(s) (e.g., by making appropriate markings in the margins).

22 (b) for testimony given in depositions that the Designating Party identify
23 the Disclosure or Discovery Material on the record, before the close of the deposition all
24 protected testimony.

25 (c) for information produced in some form other than documentary and
26 for any other tangible items, that the Producing Party affix in a prominent place on the
exterior of the container or containers in which the information is stored the legend
“CONFIDENTIAL” or “ATTORNEY EYES ONLY.” If only a portion or portions of

1 the information warrants protection, the Producing Party, to the extent practicable, shall
2 identify the protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
4 to designate qualified information or items does not, standing alone, waive the
5 Designating Party's right to secure protection under this Order for such material. Upon
6 timely correction of a designation, the Receiving Party must make reasonable efforts to
7 assure that the material is treated in accordance with the provisions of this Order.

8 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
10 of confidentiality at any time that is consistent with the Court's Scheduling Order.

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
12 process under Local Rule 37.1 et seq.

13 6.3 The burden of persuasion in any such challenge proceeding shall be on the
14 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
15 to harass or impose unnecessary expenses and burdens on other parties) may expose the
16 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
17 the confidentiality designation, all parties shall continue to afford the material in question
18 the level of protection to which it is entitled under the Producing Party's designation until
19 the Court rules on the challenge.

20 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

21 7.1 Basic Principles. A Receiving Party may use Protected Material that is
22 disclosed or produced by another Party or by a Non-Party in connection with this Action
23 only for prosecuting, defending, or attempting to settle this Action. Such Protected
24 Material may be disclosed only to the categories of persons and under the conditions
25 described in this Order. When the Action has been terminated, a Receiving Party must
26 comply with the provisions of section 13 below (FINAL DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a
 2 location and in a secure manner that ensures that access is limited to the persons
 3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
 5 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
 6 may disclose any information or item designated “CONFIDENTIAL” only to:

7 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
 8 well as employees of said Outside Counsel of Record to whom it is reasonably necessary
 9 to disclose the information for this Action;

10 (b) the officers, directors, and employees (including House Counsel) of
 11 the Receiving Party to whom disclosure is reasonably necessary for this Action;

12 (c) transactional entertainment counsel of the Receiving Party to whom
 13 disclosure is reasonably necessary for this Action;

14 (d) insurers of the Receiving Party to whom disclosure is reasonably
 15 necessary for this Action;

16 (e) Experts (as defined in this Order) of the Receiving Party to whom
 17 disclosure is reasonably necessary for this Action and who have signed the
 18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (f) the court and its personnel;

20 (g) court reporters and their staff;

21 (h) professional jury or trial consultants, mock jurors, and Professional
 22 Vendors to whom disclosure is reasonably necessary for this Action and who have signed
 23 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (i) the author or recipient of a document containing the information or a
 25 custodian or other person who otherwise possessed or knew the information;

26 (j) during their depositions, witnesses, and attorneys for witnesses, in the
 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not

1 be permitted to keep any confidential information unless they sign the “Acknowledgment
2 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
3 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
4 depositions that reveal Protected Material may be separately bound by the court reporter
5 and may not be disclosed to anyone except as permitted under this Stipulated Protective
6 Order; and

7 (k) any mediator or settlement officer, and their supporting personnel,
8 mutually agreed upon by any of the parties engaged in settlement discussions.

9 7.3 Disclosure of “ATTORNEY EYES ONLY” Information or Items. Unless
10 otherwise ordered by the court or permitted in writing by the Designating Party, a
11 Receiving Party may disclose any information or item designated “ATTORNEY EYES
12 ONLY” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
14 well as employees of said Outside Counsel of Record to whom it is reasonably necessary
15 to disclose the information for this Action;

16 (b) insurers of the Receiving Party to whom disclosure is reasonably
17 necessary for this Action;

18 (c) House Counsel of the Receiving Party;

19 (d) Experts (as defined in this Order) of the Receiving Party to whom
20 disclosure is reasonably necessary for this Action and who have signed the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (e) the court and its personnel.

23 (f) court reporters and their staff;

24 (g) professional jury or trial consultants, mock jurors, and Professional
25 Vendors to whom disclosure is reasonably necessary for this Action and who have signed
26 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(h) the author or recipient of a document containing the information or a
custodian or other person who otherwise possessed or knew the information; and

(i) any other person requested with the prior written consent of the Designating Party or by order of this Court who has signed the “Acknowledgement and Declaration to be Bound” (Exhibit A).

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

1 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
 2 **PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a
 4 Non-Party in this Action and designated as “CONFIDENTIAL” or “ATTORNEYS’
 5 EYES ONLY.” Such information produced by Non-Parties in connection with this
 6 litigation is protected by the remedies and relief provided by this Order. Nothing in these
 7 provisions should be construed as prohibiting a Non-Party from seeking additional
 8 protections.

9 (b) In the event that a Party is required, by a valid discovery request, to
 10 produce a Non-Party’s confidential information in its possession, and the Party is subject
 11 to an agreement with the Non-Party not to produce the Non-Party’s confidential
 12 information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-
 14 Party that some or all of the information requested is subject to a confidentiality
 15 agreement with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated
 17 Protective Order in this Action, the relevant discovery request(s), and a reasonably
 18 specific description of the information requested; and

19 (3) make the information requested available for inspection by the
 20 Non-Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this court within
 22 14 days of receiving the notice and accompanying information, the Receiving Party may
 23 produce the Non-Party’s confidential information responsive to the discovery request. If
 24 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
 25 information in its possession or control that is subject to the confidentiality agreement
 26 with the Non-Party before a determination by the court. Absent a court order to the
 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
 court of its Protected Material.

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
5 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
6 all unauthorized copies of the Protected Material, (c) inform the person or persons to
7 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
8 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
that is attached hereto as Exhibit A.

9 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
10 **PROTECTED MATERIAL**

11 When a Producing Party gives notice to Receiving Parties that certain inadvertently
12 produced material is subject to a claim of privilege or other protection, the obligations of
13 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
14 This provision is not intended to modify whatever procedure may be established in an e-
15 discovery order that provides for production without prior privilege review. Pursuant to
16 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
17 effect of disclosure of a communication or information covered by the attorney-client
18 privilege or work product protection, the parties may incorporate their agreement in the
19 stipulated protective order submitted to the court.

20 **12. MISCELLANEOUS**

21 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
22 person to seek its modification by the Court in the future.

23 12.2 Right to Assert Other Objections. By stipulating to the entry of this
24 Protective Order no Party waives any right it otherwise would have to object to disclosing
25 or producing any information or item on any ground not addressed in this Stipulated
26 Protective Order. Similarly, no Party waives any right to object on any ground to use in
evidence of any of the material covered by this Protective Order.

1 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
 2 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
 3 under seal pursuant to a court order authorizing the sealing of the specific Protected
 4 Material at issue. If a Party's request to file Protected Material under seal is denied by
 5 the court, then the Receiving Party may file the information in the public record unless
 6 otherwise instructed by the court.

7 **13. FINAL DISPOSITION**

8 After the final disposition of this Action, as defined in paragraph 4, within 60 days
 9 of a written request by the Designating Party, each Receiving Party must return all
 10 Protected Material to the Producing Party or destroy such material. As used in this
 11 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
 12 summaries, and any other format reproducing or capturing any of the Protected Material.
 13 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
 14 a written certification to the Producing Party (and, if not the same person or entity, to the
 15 Designating Party) by the 60 day deadline that (1) identifies (by category, where
 16 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
 17 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
 18 any other format reproducing or capturing any of the Protected Material.
 19 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
 20 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
 21 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
 22 consultant and expert work product, even if such materials contain Protected Material.
 23 Any such archival copies that contain or constitute Protected Material remain subject to
 24 this Protective Order as set forth in Section 4 (DURATION).

25 **14.** Any violation of this Order may be punished by any and all appropriate measures
 26 including, without limitation, contempt proceedings and/or monetary sanctions.

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2 Dated: August 8, 2023

KATTEN MUCHIN ROSENMAN, LLP

3 By: /s/ David Halberstadter

4 DAVID HALBERSTADTER

5 Attorneys for Defendants

6 Dated: August 8, 2023

SHAPIRO ARATO BACH LLP

7 By: /s/ Cynthia S. Arato

8 CYNTHIA S. ARATO

Attorneys for Defendant Katori Hall

9 Dated: August 8, 2023

10 **BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC**

11 By: /s/ Benjamin W. Janke

12 BENJAMIN W. JANKE

(Admitted *Pro Hac Vice*)

13 **Additional Counsel:**

14 **HOLLAND & KNIGHT LLP**

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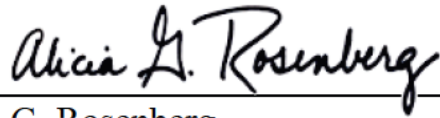
19 **robert.labate@hklaw.com,**

kristina.azlin@hklaw.com

20 **Counsel for Plaintiff**

1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

2
3 DATED: August 15, 2023

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6 Alicia G. Rosenberg
7 United States Magistrate Judge
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EXHIBIT A**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Gilbert-Daniels v. Lions Gate Entertainment Corporation et al.*, Case No. 2:23-cv-02147-SVW-AGR. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

1 Printed name: _____

3 Signature: _____